Separate Revenue File No 7 of 1871

Sls 1-2

Proposal from Captain Taylor for an extension of the term of Todd's lease

Indexed

Received 187 .

From The Superintendent

To The Secretary to the Chf. Commr.

Dated 3rd August.

Despatched 5 S.R. 7-71

Received 7

Enclosures No. 1

General No. 329. 1B

Rec'd No. 84

Submits for the Chf. Comrs favourable consideration Captain Taylors application for the retainance of his contract for a further period of three years.

To Dustin Report on the financial results mentioned in the Proposal. 9/8/71

A statement of the amount of coals issued in amount to Hamburgh is submitted

Asst Auditor 5/8 ARK 23/8/71

205 - In reply I state that after giving the subject full consideration, I regret I am unable to comply with Capt. Day's application - & his recommendation in the matter - Capt. D's contract has yet 3½ years to run, and I should not under any circumstances feel justified in extending it to a period of 7½ years in advance of the present time -

With reference to the grounds urged by Capt. Dayton for a compliance with his request, I beg to observe that the duty of the Revenue Authorities here - & the distribution of duties here, demanded & receive the duty prescribed & to interdict any grant of land for cultivation with - their limits, and I believe

General No. 329. } 1871/72.
Rev: " 84 }

Ashtagram Superintendents Office.

Mysore 3rd August 1871.

To.

The Secretary to the
Chief Commissioner

Sir,

I have the honor to forward for submission to the Chief Commissioner an application from Captain Taylor the present Abkarree Contractor for the Ashtagram Division, for an extension of his present lease for a further period of five years, on the same terms as those under which he now holds his contract.

= No 194. dated July 1871.

2. On the 16th of January last I received from Captain Taylor a similar application (No 132 of the 16th January 1871) which having been forwarded to the District for opinion and report, the annexed copies of replies were received from the Deputy Superintendents of Mysore and Hassan.

3. The Deputy Superintendent of Mysore reports in favor of, and the Deputy Superintendent of Hassan against the proposition of Captain Taylor;— the form

arguing that Captain Taylor's arrangements have entailed considerable expenses on him, the terms of his contract are favourable, and the working of the department satisfactory;- while the latter is opposed to the present arrangement and urges the advantage of separating the districts and disposing of the Abkarees by groups of Talooks.

4. Captain Taylor obtained, under the contract entered into with him on the 25th of March 1870 a lease of the Abkari of the Chittagong Division for 5 years commencing on the 1st April 1870, on a payment of Rs: 2,00,000/. annually (Rs: 187584, 14, 0 for the Division; Rs 6,382, 6, 0 for the Island of Sauging apatam; and Rs: 6,032. 12. 0 for the Egillandoor (Jeghees) depositing as security a sum of Rs: 50,000/. — Considering an extension of the contract before the expiry of the first year as somewhat premature therefore, I declined to submit Captain Taylor's previous application until the close of the first year of the contract should have elicited more definite opinions from the district Officers

observed is not only financially better than any preceding it whether under contract or directly under government, but a department of this nature is more likely to be satisfactorily managed in the interests of all parties by a gentleman of Captain Taylor's well known energy and experience than by the employment of any other agency available. The objections raised by the Deputy Superintendent of Balgaan are based on his advocacy of a system of small contracts for gangs of Talookdars in place of one contract for the district or division, but it appears to me that where an arrangement can be secured with a contractor of skill and ability better results are certain to attend uniformity of system and undivided responsibility, and litigation and peculation are more easily and certainly kept under.

7. For the above reasons, I beg to submit for the Chief Commissioner's favourable consideration the application of Captain Taylor and recommen-

that his present contract for the Abtrain (Toddy) of this Division be extended for a further period of (5) five years on the present terms, without deduction for the Operations of the survey.

I have the honor & be

Sir

Your most obedient Servant

Superintendent

Ashtabula Dist

H/R

No. 662.

Deputy Supdt's Office
Mysore District

To

The Superintendent
Ash: Division

Dated Mysore 30th January

Sir,

In reply to your Circular No. 411 of the 24th instant, forwarding for opinion copy of a letter from Captain Taylor, Soliciting the extension of the term of his Abkari Contract for a further period of 5 years, I have the honor to state that his request is worthy of consideration.

II The increased rate (viz 20 per cent in addition to the average revenue) at which Captain Taylor has taken up the Abkarry Contract from the Amildars, and the heavy expenditure entailed upon him consequent upon the undertaking of a large establishment for the direct management of the concern in lieu of Subletting Talooks and Hoblies, have no doubt af-

III. Captain Taylor's Statement respecting the destruction of date trees and the consequent difficulty in obtaining the necessary supply of Toddy is not wholly unfounded. I have observed great destruction of trees in various localities.

IV. Since the date of his Contract, Captain Taylor has observed great punctuality in the payment of the Government demand; and the manner in which he manages his business is most Satisfactory.

V. In a financial point of view, the terms of the present Contract are profitable to Government. From the Statement given in the margin it will be perceived that the amount of the present Contract is 5½ per Centum in excess of the average amount of the last 5 years, and 20 per Cent in excess of the Amount of the Contract, which expired on the 31st October 1868.

Average Amount of Revenue for 5 years up to 1869-70	Amount of Contract which expired on the 31st Oct. 1868	Present Amount of Contract which expires on the 31st March 1870
Rs. a. p.	Rs. a. p.	Rs. a. p.
142932 " 4	128572 " 6	78693-5-10
		154861 " 9 "

VI. Under all circumstances I would strongly recommend the

Taylor's contract for a further period of 5 years, as being both beneficial to the Government, and fair to Captain Taylor, provided that the conditions specified in the annexed memo are added to the Contract Bond, with a view to save all future disputes.

I have &c.

(Signed) T. M. McC. Hutchin
Deputy Superintendent
Mysore District

Memo: of Conditions to be added.—

I. That the Contractor shall keep in good order all data Groves, and maintain their demarcations at his own Cost.—

II. That he (Contractor) shall claim no Compensation for the removal of any data trees or seedlings on Cundagan lands or outside his data groves, when such removal is ordered by the Dpty Supt: on the ground of the trees obstructing cultivation.

III. That the Contractor shall supply the Distillers with the

at 12 Annas a maund, or rent to them Ovens or Groves sufficient to meet their requirements, and that the terms of the Contract be so struck as to prevent further dispute and trouble about supply of date Jaggary to Distillers.

IV. That the Contractor shall not raise the existing rates of rent upon ovens.

V. That the date groves intended for the manufacture of Jaggary shall not be used for extracting toddy to supply drinking purposes.

VI. That the Contractor shall not export toddy to any other District beyond the limits of the Ashtagram Division.

VII. That the Contractor shall maintain the rights of the toddy Vendors of Mysore, who have held the town shops hereditarily, on the same terms as when it was held in Amanee, and during the time of the late Contractor.—

(Signed) J. H. McHutchin
Dep. Supdt. Mysore Distt.

Nassau District
Camp Chamarajapatna
31st January 1871

No. 917.

To.

The Superintendent
Ash: Division

Sir,

I have the honor to acknowledge the receipt of your Circular Memo No. 411 of the 24th Instant forwarding for perusal & opinion copy of a letter from Captain Taylor the Arkaras Contractor of the Division praying for the extension of the period of his Contract to ten years on the grounds of the expense to which he has been placed in organizing his establishment, the loss he has sustained by the felling of trees and his willingness to undertake the demarcation of toddy groves.

2. In reply, I beg to state that I consider the request to be at the least very premature, as Captain Taylor during the short time he has had Charge has not

no improvement in the method of management; the instalments are regularly paid through the Sub Contractors in the several Talooks, but the same might have been said of the former Contractors.

3. As to the expense involved in the organization of his establishment, it was the natural consequence of the contract being given to an outsider, who is entirely ignorant of the Country and has the further disadvantage of being a non-resident. Much inconvenience is still felt by no representative of the firm being permanently stationed at the Head Quarters of this District.

4. With regard to the felling of trees, the loss is more nominal than real. In this District at least there was notice has been always taken of any cases in which land covered with trees has been given out for cultivation; and the diminution in supply of toddy in the Hassan Talook has arisen solely from the Sub Contractors

however of no shop being closed for want of toddy, if so the contractor should bring it to notice; on the contrary I am aware that he has brought to book ten additional shops in the Nagamangala Taluk, which the sub contractors had established without the knowledge of the authorities or of the former contractors.

5. The aid that can possibly be given by the Contractor to Government is very trifling, compared with that given by Government to the Contractor in the summary enforcement of whatever profitable bargains he may make with the sub contractors. The duty of demarcating the toddy groves will be discharged by the Sheikdars without any need of assistance from the contractor: and the date-palm grows up spontaneously without any effort at improvement on his part.

6. By far the most important

of Government will continue to suffer most heavily. Whatever may be said of Mysore the toddy revenue of this District shows a marked tendency to increase and was ranked each in 1869/70 for Rs. 43,918-13-5 but was made over the following year to the present Contractor at a sacrifice of Rs. 5,813-3-3; notwithstanding my valuation of it at Rs. 45,000 per annum. I am also convinced that Rs. 50,000 could easily have been obtained for it (vide letter No. 1209 of the 12th February 1870 a copy of which is appended for ready reference).

As the difficulty which the previous Contractors had experienced in realizing their outstandings may probably be pleaded by the present holders as a pretext for claiming some concession, I may explain that the same is entirely owing to their neglect of their business for two years, while attending to litigation between themselves.

it is well known that the contract was so favorable as to be a perfect fortune to some of the members.

8. The circumstances of the Alyssa District may be so far different from those of Hassan as to warrant some further concession being made; should they be so, I beg to represent that an early opportunity should be taken for disconnecting the interests of the two as in other Divisions, and in any future arrangement to be made, a trial may be given to my recommendation of putting out the contract in groups of Talooks, so that those who reside on the spot and have an actual knowledge of the business, may have an opportunity afforded to them of bidding.

I have &c
(Signed) W. Hill
Deputy Supt: Hassan Dist:
Dy: Supt's: Office
Hassan District
Dated 12th February 1870

No. 1209.

To.

The Superintendent
Ash: Division

Sir,

In forwarding to you
by of an application made by
Mr. Edwards for the toddy Contract
of this District from the first
of the official year, I have the
honor to refer to letter marginally
noted in which, I for reasons
assigned strongly advocated
in preference to the present
system in including the whole
of the Division in one farm the
disposal by auction of the Contract
by groups of Talooks, the upset
price of which should I think be
now fixed at Rs. 45000, tho' I
apprehend no difficulty in the
sale realizing at least Rs. 50,000.
This, independent of the good Dale
(jaggery) Cholas which have been
hitherto held by Mr. Hayes on a
bribe taken from the former
Contractors. The Cholas ought
I think to be put up to auction

No. 4979
the 24th
July 1870.

at Hassan and Mysore may have an opportunity of securing a sufficiency of data jaggery for their requirements and to prevent the whole of them again becoming the monopoly of one individual.

I have &c.
(Signed) W. Hill
Dep: Supdt:

"Copy"
(Signed) W. Hill
Deputy Superintendt:
Hassan District
Deputy Supdts: Office
Hassan District
Dated 23rd July 1868.

N. 497.

To,

The Superintendent
Ash: Division

Sir,

I have the honor to acknowledge the receipt of your letter No. 1550/36 of the 17th Instant, requesting an expression of my opinion as to the advisability or otherwise of renting out the Toddy Contract by

as at present, for the whole Division.

2. In reply, I beg to observe that the object of Government is to obtain as full a share as possible in the profits derivable from the sale of toddy consistent with the view of saving themselves from the losses and annoyances attendant on renting out the contract to persons, who may afterwards prove unable to fulfil the terms of their Contract; Consequently I submit that in the arrangements to be made the services of middle men should be dispensed with as far as practicable and Government should endeavour to deal direct with local capitalists, who have a knowledge of the capabilities of the country and are able to attend to the business themselves. This latter class have virtually been excluded from bidding owing to the heavy responsibility of undertaking a contract for the whole Division and the large Securities required and thus the bona

between a few contractors who are able to command a greater amount of credit, but who from their want of local knowledge are subsequently compelled to come to terms with the local capitalists for sub-ranking the contract.

3 As far as I can judge the only advantage that can be urged in favor of a contract for the whole Division, or District is its simplicity, but this advantage is more apparent than real, for Builders will have no more difficulty in dealing with Taloo Contractors than at present when payments are made direct into their Treasuries by the Sub-Contractors.

4. For these reasons I consider the interests of Government will be best subserved by ranking the Coolly Contract out by Taloos or in groups of Taloos as proposed in the last para of my letter No. 336 of the 17th June 1868 copy of which is annexed for ready reference.

/Signed/ N. Hill
Dep: Superintendt:

Extract.

× × ×

Taloks the toddy contract of which requires to be renewed in Groups.

Group I. Channarayapatna
Hassan: dependant on Channarayapatna.

Group II. Belur
Maharajanadurga
Munjanabad

Dependant on Belur small Sales in Kots known as Byp jieray-

Group III. Narasipura
Arakalagudu

Draws its supply from Yedadoray in Alyadore-

Group IV. Hamahully: the great toddy tree Talook.

Group V. Attikoppa
Nagamangala.

may be separated if deemed desirable.

/Signed/ N. Hill
Dy: Supdt:

"Copy"
/Signed/ N. Hill
Deputy Supdt.
Hassan Dist:

"Copies"

No. 1945.

From.

Captain R. A. Saylor
Government Ab Kary Contractor
Ashtagram Division

To.

The Superintendent
Ashtagram Division.

Sir,

I have the honor to request your earliest consideration and attention to the application which I submitted in my letter No. 132 of the 14th January last for an extension of my Ab Kary Contract to a further period of five years, and to beg your favorable support and recommendation to the Chief Commissioner to sanction the same upon the following grounds.

1 It is an acknowledged fact that in both Districts of your Division the Toddy groves have annually diminished in extent and productiveness by the extension of cultivation.

2. That, while naturally in my own interests as well as those of Government anxious and desirous of preserving all productive Trees and restoring the groves

groves at the end of my contract to Government in a productive and flourishing condition I cannot be held responsible for the diminution of production and extinction of a great number of producing Toddy Trees from causes over which I have no control, such as the cutting and destruction of trees in rent paying lands, or the operation of the Revenue Survey, when any right the A.K. Rary Contractor has ever, or may be supposed now to possess, will lapse.

3. That from the experience I have gained I feel certain that in order to ensure the future increase of Revenue and preservation of groves it is imperatively necessary that immediate measures be taken to place all productive groves at once under the A.K. Rary Contractor without authority to the Revenue Department to grant any land for cultivation within the limits assigned to each grove, that the preservation of all existing Trees within those limits be strictly attended to, and that new groves be formed in Some localities where they have become extinct or unproductive, And lastly, that Seed is prepared in every Taluk wherewith to replenish the groves, and it is at this

very season that the exertions of the Ab Karry Department should be directed to their preservation and restoration.

For these reasons I solicit your immediate sanction to my commencing the work in anticipation of the Chief Commissioners approval and orders.

I have the honor &c
(Signed) R. A. Taylor.
Government Ab Karry
Contractor Ashtagram Division

4th July 1871.
Mysore.

Original letter had
no date &c

Statement shewing the amount of Revenue derived in Toddy in the Astagram Division

Number	Years	By Amanee									Deduct Estabblishment			Balance			By Contract.								
		In Mysore Distt			In Hassan distt			Total									Years	In Mysore district			In Hassan Distt			Total		
1	1852/53	1,55,457	3	9	39,514	11	8	1,94,971	15	5	26,483	12	2	1,68,488	3	3	1863/64	1,54,001	13	2	39,032	2	9	1,93,033	15	11
2	1853/54	1,64,791	"	"	40,394	"	"	2,05,185	"	"	23,584	8	4	1,81,600	7	8	1864/65	1,22,392	7	9	31,573	"	9	1,53,965	8	6
3	1854/55	1,59,819	10	3	50,224	4	1	2,10,043	14	4	23,632	"	4	1,86,411	14	"	1865/66	1,22,392	7	9	31,573	"	9	1,53,965	8	6
4	1855/56	1,57,627	"	9	43,743	9	6	2,01,370	10	3	21,106	2	11	1,80,264	7	4	1866/67	1,12,193	1	9	28,941	15	4	1,41,135	1	1
5	1856/57	1,32,893	12	"	37,088	4	8	1,69,982	"	8	24,593	1	11	1,45,388	14	9	1867/68	1,22,392	7	9	31,573	"	9	1,53,965	8	6
6	1857/58	1,58,586	13	11	42,276	11	9	2,00,863	9	8	24,750	"	3	1,76,113	9	6	1868/69	1,42,146	13	8	38,335	3	8	1,80,482	1	4
7	1858/59	1,53,259	5	7	43,044	12	6	1,96,304	2	1	27,110	10	11	1,69,193	7	2	1869/70	1,69,802	15	8	47,762	1	9	2,17,565	1	5
8	1859/60	1,60,944	14	3	44,453	12	9	2,05,398	11	"	31,826	1	3	1,73,572	9	9	1870/71.	1,47,479	3	10	38,105	10	2	1,85,584	14	"
9	1860/61	1,64,851	14	9	41,826	15	"	2,06,678	13	9	33,805	7	11	1,72,873	5	10										
10	1861/62.	1,64,308	3	1	45,114	12	6	2,09,422	15	7	36,588	7	8	1,72,834	7	11										
	Total.	15,72,539	14	4	4,27,681	14	5	20,00,221	12	9	2,73,480	5	8	17,26,741	7	2		10,92,801	7	4	2,86,896	3	11	13,79,697	11	3
	Average.	1,57,254	"	"	42,768	"	"	2,00,022	"	"	27,348	"	"	1,72,674	"	"		1,36,600	"	"	35,862	"	"	*1,72,462	"	"
											* Deduct Average.			1,72,462	"	"										
											Difference less in Contract			212	"	"										

Present Contract Rupees. 1,85,584-14-"

Deduct Average on the amount of Contract upto 1870/71. 1,72,462-"-"

Difference in favor of Govt. 13,122-14-"

T. O. Cadenhead

23. August 1871.

Revenue No. 2845
From 1871. 34

To The Superintendent of
Sukhum Kalé Division
Dated 5 September
Despatched /
Received 8

Enclosures No./

General No. 2845 } 18/
Rev No 34 }

Replying to letter No. 32/82
of 3d Augt/71, declines to ex-
tend the lease of the
Abkhasi Contract granted
to Capt Taylor, which has
yet 3½ years to run, for
a further period of 5 years
and defines the duties of
the Revenue Authorities
in respect to demarcation
of state groves
& preventing cultivation
within their limits

Z Ask L. 3857/8 25-10-7
n 52

noted 8/9/71

K. 2845

Rev. 34.

H. C. C. Office

Bangalore 5 September 1871

To,

The Supt. Ashtagram Dr.

Sir,

In reply to your letter No. 329/84 of the 3rd instant, submitting an application from Captain Taylor, the present Abkari Contractor for the Ashtagram Dr., for the extension of his present lease for a further period of five years on the same terms as those under which he holds his present Contract, I am directed to state that, after giving the subject full consideration the Chief Commr. regrets his inability to comply with your recommendation in favor of Captain Taylor's application. The present Contract has yet 3½ years to run, and the Chief Commr. would not, under any circumstances, feel justified in extending it five years longer, or to date 8½ years in advance of the present time.

2. With reference to the grounds urged by Captain Taylor in support of his application, the Chief Commr. observes that it is the duty of the Excise Authorities to prevent the destruction of date trees, to demarcate and conserve the date groves, and to interdict any grant of land for cultivation within

these limits, and in Exercise of them the due performance of this Duty.
It is essential in Colonel Brenden's opinion that all existing date groves on Govt waste land should be demarcated and that no cultivation should be permitted within these limits, and you are requested to issue such orders as may be necessary to secure this being attended to.

It is not desirable that the season of this Market Duty should be understood by any Contractor, until the Chief Commissioner shall have decided the question.

2 That it is not likely that the Revenue Survey will be completed before the Contracts during the term of the present Contract [illegible] or that the Superintendent will not be empowered to make changes in the limits of the groves after the Contracts are granted.

Captain Lang's letter 2/8/94 is returned.

Captain Lang's letter 2/8/94 is returned.

5/9/71.

Yours

H. Fidler

Yr Obdt Servt

* Mr. Captain Lang's letter 2/8/94 is returned.

Copy - H.F.